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The Solicitors' Journal

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Current Topics.

Scots Marriage Law.

One of the numerous peculiarities of the marriage law of Scotland was exemplified in a case decided by Lord Mackay in the Court of Session last week in which a plaintiff sought to recover damages for breach of promise. It appeared that the parties had been engaged for a considerable period, but part of the plaintiff's case was that marriage was consummated by intimacy between the parties to which the plaintiff consented, relying on the promise. It is well established in the law of Scotland that where there has been a promise of marriage and that has been followed by sexual intercourse, the court, on proof of both, will declare that the marriage has actually taken place; because, as one writer has put it, though the promise was only to marry at some future date, yet the intercourse is presumed to have been consented to on a present interchange of consent. To constitute marriage, the promise must have been given and the copula have commenced in Scotland, and the latter must be connected with the former. The late Lord Fraser, a great authority on Scots law of husband and wife, suggested that it is competent, where there has been sexual intercourse, to insert in the writ in an action at the instance of the woman for declarator of marriage, an alternative conclusion for damages for seduction, and apparently in the action last week it was contended that the plaintiff had the option of claiming a declaration that a marriage had been concluded, or, alternatively, damages for the breach of the promise of marriage. In the view of the learned judge no such option was open to the plaintiff, and, accordingly, he held that the action must be dismissed. The law is not always logical, but there seems to be something incongruous in the idea of a married person being able to bring an action for breach of promise to marry against the person to whom she is already matrimonially bound.

Inspection of the Record in the Divorce Division.

The editors of the new edition of "Rayden" reviewed 76 Sol. J., 901, in dealing with Inspection of the Record make the following observation: "With regard to the statement of facts which must be filed by a petitioner who desires that the discretion of the court shall be exercised in his favour it seems that the respondent can inspect the statement, once it is on the file, and then either amend his or her answer in accordance with the facts disclosed in the statement or file a cross-petition containing charges based solely on those facts." The Direction which provides for lodging the statement of facts referred to above is No. 19 in the list of Directions printed in Appendix III to "Rayden." It was not to be supposed that such situation as outlined, even though invested with official or semi-official approval, would remain long unchallenged by petitioners finding themselves open to such an insidious attack, and by those advising them. The following is the history of a proceeding in which test of the matter was made. A petition for dissolution was filed on behalf of Mrs. Z., asking for "discretion" in the prayer. The husband filed an answer, denying adultery and, in support of a cross-prayer, alleging against the petitioner adultery at large. The petitioner applied for particulars, and was met with the intimation that such particulars would be forthcoming when the petitioner had "filed" her statement in pursuance of her petition. Whereupon the petitioner applied to the President on summons for directions in these matters generally. The learned President, without making any general pronouncement, in dealing with the particular matter before him, acceded to the petitioner's application that she might lodge her statement in a sealed envelope, to be opened by the Registrar for the purposes of his certificate, and to be resealed by him.

Nullity and Maintenance Orders.

The following husband and wife matter recently before Mr. Claude Mullins at Clerkenwell may be of interest to practitioners. The parties were married in August, 1929. In September, 1930, the "wife" obtained a maintenance order at the rate of £1 per week on the ground of wilful neglect to maintain. In May, 1932, the "wife" was granted a decree *nisi* of nullity by reason of the "husband's" impotence. In September the "husband" took out the present summons for discharge of the maintenance order on the ground that a decree of nullity had been pronounced. The "wife" issued a cross-summons for arrears. The learned magistrate adjourned the matter pending decree absolute and, after hearing argument, delivered a considered judgment on 8th December, in the course of which he said: As to the summons to discharge the maintenance order—that to a certain extent he was bound by the decision in *Bragg* v. *Bragg* [1925] P. 20, although that was a suit for dissolution. That case decided that he was not compelled to discharge a maintenance order on the ground of a decree absolute, but gave him absolute discretion on the point. That discretion he intended to exercise in favour of the "husband" because the decree absolute in his case was one of nullity and not of dissolution as in *Bragg* v. *Bragg, supra.* The case of *Inverclyde* (*otherwise Tripp*) v. *Inverclyde* [1931] P. 29; 74 Sol. J. 863, certainly showed the similarity between a decree of dissolution and one of nullity on the ground of impotence (the learned magistrate here read a passage from the judgment of Bateson, J.); but since the matter was within his discretion, and since the "husband" had done nothing blameworthy, as would have been the case in a suit for dissolution, he would exercise his discretion in his favour. He had committed no matrimonial offence before the decree and had committed none since. The order would therefore be discharged. The decision was based on two grounds: (1) the absence of matrimonial offence on the part of the "husband," and (2) the fact that it was the "wife" who commenced proceedings to put an end to the marriage. As to the "wife's" summons for payment of arrears—he found

that he had no power to discharge the arrears under the order. But since it was obvious that the "husband" had not had for some time, nor was likely to have, sufficient means to keep himself, let alone the "wife," he would make the following order: That the "husband" should pay into court the amount of the arrears, namely, £67 10s., or in default be committed for one day, and there would be a direction to the gaoler not to enforce the committal order. Since the "husband" was not in court, however, that would not be necessary.

Fostering Illusionment.

At this inspiring season numerous letters to Santa Claus from trusting children of tender years are dropped into the pillar-boxes. The selection of addresses is delightful—Ice House, North Pole Avenue, Snow Cottage, Freeze Town, etc.—and invariably ascribes a somewhat chilly habitation to the mythical white-bearded gentleman in the flowing red robes. Perhaps it is otherwise with children living in the tropics! Devoted parents, we know, shamelessly foster and encourage a belief in Father Christmas in their youthful offspring, and the inevitable disillusionment which ends the little innocent deception is generally delayed as long as possible, and any premature enlightenment, particularly by outsiders, is not unnaturally resented. In Paris a year or so ago the mathematics tutor of a little boy of seven who had told him that he was looking forward to a visit from "Pere Noel" with lots of presents, replied: "What! You are seven years' old and you believe in those stories!" and thereupon proceeded with a few severe words to shatter the child's illusions. The result was that the boy's father went to his solicitor and ordered him to institute a suit against the tutor, claiming £80 damages, on the ground that he was employed in a private capacity and that it was not within his province to discuss Father Christmas. An apology was subsequently given by the tutor and the action was dropped. A paternal complaint of a similar character also occurred in this country about the same time. In a letter to the High Wycombe (Bucks) Education Committee the father in question protested that a teacher disillusioned boys by telling them that Father Christmas was not a real individual. "I regard this conduct," wrote the parent, "as an invasion of the rights of the parent in his intimate relations with his child, and consequently a gross abuse on the part of the teacher of his vicarious position as being *in loco parentis* for the purpose of imparting secular education." He regarded the teacher's action, he added, as equivalent to his having entered his home and defiantly intruded into his domestic relations with the boy. The whole matter is, of course, merely a question of age. Sooner or later the child receives the inevitable enlightenment from fellow children who probably evoke a denial of belief by scoffing at his credulity, so that there would appear to be no necessity for any adult, particularly outside family circles, to interfere. In any event, to the slowest witted child must obviously one day come a realisation that for a stout man in clean clothes to descend a narrow and dirty chimney without leaving trails of soot about the room, and to perform other miraculous things equally irreconcilable with normal experience, is too strange to be true! It seems probable that this class of case involves a form of harm, if indeed any does exist at all, of which the law takes no account. It is a sort of *damnum sine injuria*, and of such a character as to be too trivial, too indefinite or too difficult of proof for the legal suppression of it to be expedient or effective ("Salmond's Law of Torts," 5th ed., p. 8). "Mental pain or anxiety," said Lord Wensleydale, in *Lynch* v. *Knight* (1861), 9 H.C.L., at p. 598, "the law cannot value and does not pretend to redress."

Road Traffic Act, 1930: A Conviction Quashed.

A short but important point under the provisions of the Road Traffic Act, 1930, relative to dangerous driving was decided in *Rex* v. *William Bolkis*, reported in *The Times* of 6th December, 1932. Section 21 of the Act sets out three conditions, one of which must be fulfilled before a person prosecuted for an offence under the provisions of Pt. I of the Act relating to the permitted maximum speed, reckless, dangerous or careless driving can be convicted. Either (*a*) he must be warned at the time of the offence that the question of prosecuting him will be taken into consideration; or (*b*) a summons must be served on him within fourteen days; or "(*c*) within the said fourteen days a notice of the intended prosecution . . . [must be] served on or sent by registered post to him or the person registered as the owner of the vehicle at the time of the commission of the offence." There follows a proviso which dispenses with the necessity of complying with the aforesaid where "the court is satisfied" that neither the owner's nor the accused's name and address could "with reasonable diligence" have been ascertained for the service or sending of the notice or where the accused by his own conduct has contributed to the failure. The appellant, who had been convicted for dangerous driving, had not been warned under (*a*) having in fact driven on without stopping (in ignorance, as the jury found, that he had done any damage), had not received a summons within the period stated in (*b*), while no notice within (*c*) had been sent. Notice to the accused was not sent within the prescribed time, his name and address not having been ascertained sufficiently early. The Court of Criminal Appeal agreed with MacKinnon, J., the trial judge, that the words in the proviso "the court is satisfied" referred to the judge and not to the jury, and that the "reasonable diligence" there posited meant diligence on the part of the officer in charge of the prosecution. The time which had elapsed before the information on these points had been received by the Gloucestershire police was not attributable to any fault of theirs and, if there had been no other point in the case, it was intimated that the appeal would have been dismissed. The point which was fatal to the conviction was the non-compliance with the same condition in relation to the registered owner of the vehicle. Notice could have been served upon him whose name and address were known to the police only seven days after the commission of the offence. It would not have been necessary under the Act to have stated in such notice the name and address of the person against whom it was intended to proceed. The prosecution had only shown that two of the conditions aforesaid had been impossible of performance. The third could have been performed. Section 21 had not, therefore, been complied with, the appeal was allowed and the conviction quashed.

The Erudition of our Judicial Bench.

The appearance recently of a special article in *The Times* from the pen of Mr. Justice Roche on "Warren Hastings and his Cotswold Home," serves to remind us that many of the distinguished occupants of the Judicial Bench have interests in life quite outside the strictly legal sphere unknown to any but to a circle of friends and only revealed to the world at large by some adventitious circumstance such as arose on the occasion of the Warren Hastings' commemoration. The legal world has long known Mr. Justice Roche as an expert horseman, but hitherto the learned judge's historical and antiquarian interests have not been appreciated as, no doubt, they will be appreciated in future. Of Johnsonians there are several on the Bench. Mr. Justice Mackinnon is President and the Lord Chief Justice a Past-President of the Johnson Society—a vice-president of which society passed away recently in the person of the late Mr. E. S. Roscoe, who took quite an active interest in the society's work. The interest of the Master of the Rolls in manorial records has become well recognised by his lordship's appeals from time to time for the deposit of these valuable old documents with the Record Office or in other safe custody. Many other revelations of judicial interest in antiquarian subjects could probably be unearthed.

The Rent, etc. Restrictions (Amendment) Bill.

THE main object of this proposed measure is, like that of the "principal Act," indicated in the first section. The first section of the principal Act restricts increases in rents, all other sections being of an ancillary nature. Likewise, this Bill commences by fixing Lady-day 1938 as the date on which freedom of contract is to be restored to the position it enjoyed before the passing of the original statute, the Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915 (which, incidentally, was to "continue in force during the continuance of the present war and for a period of six months thereafter"); and most of the remaining sections have in view the acceleration of the pace of decontrol.

This is to be effected by the immediate emancipation of better-class property. On the other hand, the provision for decontrol on possession introduced by the Act of 1923 is to cease to apply to the lowest rented or rated dwelling-houses (though none actually decontrolled will be recontrolled). The intermediate class is left as it is. The provisions for a transitional stage hopefully inserted in the Act of 1923 (Pt. II) are repealed.

Other provisions are largely in the nature of improvements to the existing machinery. The "fetters on the Court" which prevented it from making orders for possession are overhauled. Reasonableness remains essential in all cases; subject to this, the availability of alternative accommodation is to be a ground for possession in every case. A new definition of "alternative accommodation" is given; the requisite of security of tenure reasonably equivalent, etc., is retained. This condition is of course the rock on which many claims have foundered, but the fact that we now know when exactly the principal Act is to expire will make it slightly more easy to satisfy. Then there is a sub-section entitling landlords to give evidence of alternative accommodation by means of a certificate issued by a housing authority. The certificate is to be conclusive evidence of the facts it states; but this does not, as some people seem to have thought, make the authority a judge of the question of *alternative* accommodation.

The outcry against protected tenants who take advantage of their position by sub-letting at unauthorised rentals probably accounts for a new provision entitling the court to make an order for possession in such a case "if reasonable." The result would be that the profiteer would be turned out of the part he occupied, while the sub-tenants, their rents fixed by the court, would remain on as statutory tenants of the head landlord.

A proposed relaxation of the rules of evidence in the case of questions as to the standard rent will be welcomed by practitioners who have been before judges who conscientiously applied r. 10 of the Increase of Rent, etc., Rules, 1920. For the standard rent is virtually in issue in every case, the court being bound to satisfy itself, etc., whether the defendant objects or not; and the difficulty of finding witnesses who were able to speak to a state of affairs obtaining in or even before 1914 has sometimes been insuperable.

There is one proposal in the Bill which is of quite a revolutionary nature from the point of view of the legal profession, and which ought not to escape the attention of the Bar Council and Council of The Law Society merely because it is tucked away in a corner of a temporary measure dealing with rents. It is the proposal to empower local authorities, at the ratepayers' expense, to give both information and legal advice, not only as to facts, but also as to the law, to both landlords and tenants. No means test is proposed; and committees may be appointed for the purpose and may include persons who are not members of the council. If this becomes law, some guidance will have to be given as to the attitude to be adopted by lawyers invited to assist local authorities in the exercise of this novel power.

Priority of Mortgages and Charges affecting Land in Yorkshire.

(*Continued from page* 881.)

IN the first part of this article we dealt with the priority of *legal* mortgages. It is now proposed to deal with the priority of *equitable* mortgages and charges.

Equitable mortgages and charges by deposit of deeds.—Next, as regards equitable mortgages and charges by deposit of deeds. A mere deposit of deeds, that is, a deposit of deeds without any memorandum of charge, relating to land *outside a local deeds registry* has always formed a good security, but, before 1926, such a security affecting land in Yorkshire was not a good security unless it was registered by memorandum under the provisions of s. 7 of the Y.R.A. As we have already seen, by that section, where any charge on any lands within any of the three ridings was claimed by reason of *any deposit of deeds*, a memorandum of such charge, signed by the person against whom such charge was claimed, might be registered by any person claiming to be interested therein; *and no such charge was to have any effect or priority* as against any assurance for valuable consideration which might be registered under that Act, unless and until a memorandum thereof had been registered in accordance with the provisions of that section.

Such a security created before 1926, and remaining in force after 1925, continued to retain its priority without any fresh registration. For, it is provided by the L.P.A., 1st Sched., Pt. II, para. 7 (*h*), that nothing in that part of that schedule shall operate to affect prejudicially the priority of any mortgage or other incumbrance or interest subsisting at the commencement of the Act.

It has been contended that it is still necessary to register at the Yorkshire Registries, by memorandum, a charge on land created after 1925, by a deposit of title deeds, *where no memorandum accompanies the deposit*, under s. 7 of the Y.R.A., on the ground that s. 11 (1) of the L.P.A. only applies *where there is an instrument capable of registration by memorial*, and that *the memorandum* referred to in s. 7 of the Y.R.A. is not such an instrument. And it should be mentioned that the Registrars of the Yorkshire Deeds Registries still accept for registration a memorandum under s. 7, their view being, it is understood, that, until there is a judicial decision to the contrary, they ought not to refuse to register. It is also proper to say that the late Mr. T. Cyprian Williams, in his book on "Contract of Sale of Land," at p. 260, after giving his reasons for thinking that registration is not necessary under that section, says: "But in view of the express words of s. 7 still remaining in the statute book it is thought that any one who takes a mortgage by deposit of title deeds *only* of land in Yorkshire had better take the precaution of registering a memorandum of his charge."

On the other hand, it is stated in "Wolstenholme and Cherry," 12th ed., vol. 1, at p. 252, that the expression "memorial" in s. 11 (1) of the L.P.A. only means a "memorandum." And, the late Sir Benjamin Cherry in a letter to the writer said that in his opinion "memorials" covered all the usual registrations of documents in Yorkshire, and that the word "memorial" was used in s. 11 to distinguish the matter from registration of title. That being so (the writer accepting the opinion of Sir Benjamin Cherry as the correct one), it follows that s. 11 (1) of the new Act, which says definitely that it shall not be necessary to register a memorial of any instrument made after 1925 in any local deeds registry unless the instrument operates to transfer or create a legal estate, and that the registration of a memorial of any instrument not required to be registered shall not affect any priority, appears to have had the effect of taking s. 7, above, entirely off the statute book. And, if so, the result is that a security created after 1925 by a deposit of deeds, whether or not it is accompanied by a

memorandum of charge, does not require to be registered anywhere. For it cannot be registered by memorial at a Yorkshire Deeds Registry, for the reason given above, and it cannot be registered as a land charge in the Land Charges Department of a Yorkshire Registry, because it is specially provided by s. 10 (1), Class C (iii), of the L.C.A. that a general equitable charge cannot be registered as a land charge *if it is secured by a deposit of documents* relating to the legal estate affected. But see statement in "Prideaux," 22nd ed., vol. 1, at p. 159, that as such a deposit only creates an equitable interest, the equitable interest should be protected by registration as a land charge either in the local registry or in the Land Registry. It is submitted that this statement is incorrect.

But although such a security has not to be registered anywhere, the mere possession of the deeds gives priority over all other mortgages, whether legal or equitable (L.P.A., s. 13), except against a prior mortgagee who has made all proper inquiry as to the reason why he could not have the deeds handed to him, and such a reasonable excuse has been made as a man of business would be justified in accepting: *Hewill* v. *Loosemoore* (1851), 9 Hare, 449.

There is, however, one exception to the above statement as to registration, namely, in the case where the memorandum of charge accompanying the deposit of deeds contains an agreement to execute a legal mortgage when called on. In this case, although it is not necessary to register the memorandum by memorial in the Yorkshire Registry (as it does not transfer or create a legal estate within L.P.A., s. 11 (1)), it should be registered as an "estate contract" in the Land Charge Department of the Yorkshire Registry on the ground that such an agreement amounts to a contract to convey or create a legal estate within the meaning of s. 10 (1), Class C (iv), of the L.C.A. For para. (iv) is quite general and appears to apply to land wherever situate. But, bearing in mind that the registration is not of the security created by the deposit of deeds, but only of the *agreement to execute* a legal mortgage, it would seem that the want of registration would only make void such agreement, and would not affect the priority which the possession of the deeds gives (L.P.A., ss. 2 (3) (i), and 13). But whether or not the memorandum of charge contained an agreement to execute a legal mortgage, the court has power under s. 90 of the L.P.A. to make an order vesting a legal estate in the equitable mortgagee so as to enable him to effectually carry out a sale of the property, which order would enable him not only to pass a legal estate to the purchaser, but to overreach any subsequent legal mortgage, though registered as a land charge (*Capital and Counties Bank* v. *Rhodes* [1903] 1 Ch. 631). It is true that registration as a land charge gives notice to all persons interested (L.P.A., s. 198), but when a mortgagee is exercising his power of sale he is entitled to overreach all subsequent incumbrances, and the fact that he has notice thereof is immaterial (L.P.A., s. 88 (1) (*a*) [freeholds]; s. 89 (1) (*a*) [leaseholds]).

General equitable charges.—The last kind of security we have to consider is a charge on land by writing, unaccompanied by the possession of the deeds. This form of security comes definitely within the definition of a "general equitable charge" in s. 10 (1), Class C (iii), of the L.C.A. The paragraph is given below, together with the proviso added by the 1926 Amendment Act.

> "(iii) Any other equitable charge, which is not secured by a deposit of documents relating to the legal estate affected and does not arise or affect an interest arising under a trust for sale or a settlement and is not included in any other class of land charge (in this Act called 'a general equitable charge'); provided that a charge given by way of indemnity against rents equitably apportioned or charged exclusively on land in exoneration of other land and against the breach or non-observance of covenants or conditions shall not be deemed to be a general equitable charge and shall not be registrable as a land charge under the Act."

As regards an equitable charge coming within the above definition, created *before* 1926, to enable it to retain its validity as against any purchaser or mortgagee, and any priority it may have gained before 1926, it will have to be registered as a land charge in the Land Charges Department of the Yorkshire Registry (L.C.A., s. 10 (6)) "before the completion of the purchase," to use the words of s. 14 (2) of the same Act. By s. 20 of the same Act, "purchaser" includes a mortgagee, and "purchase" has a corresponding meaning.

The penalty for not registering such a charge *created after* 1925 is stated in s. 13 (2) of the L.C.A., and is that it will be void as against a purchaser [which includes a mortgagee] of the land charged therewith before the completion of the purchase [or mortgage] in the *appropriate* register, which, under s. 10 (6) of the L.C.A., is the Land Charges Department of the Yorkshire Registry.

There is an exception in the case where the chargee is a limited company. In that case registration under the Companies Act, 1929, ss. 79–82, in the companies' register at Somerset House, will be sufficient *in place of registration* as a land charge under the L.C.A., and such registration will have effect as if the land charge had been registered under the L.C.A.

It would appear, therefore, that the latter part of the statement of the late Mr. T. Cyprian Williams in his book on *Contract of Sale of Land*, at p. 261: "And it seems that the priority of general equitable charges on land in Middlesex or Yorkshire is not governed by s. 97 of the Law of Property Act, 1925, for these are charges on land within the jurisdiction of a local deeds registry, and that such priority must be determined according to the principles of the previous law" cannot be considered accurate. It is true that such priority is not governed by s. 97 of the L.P.A., because that section expressly says so, but the priority is not determined under the previous law, that is, under the provisions of the Y.R.A. The priority is determined under the provisions of the L.C.A., as given above, combined with s. 198 of the L.P.A., making registration notice to all the world, except in the case of tacking by a previous mortgagee under s. 94 of the same Act and s. 199 of the same Act, that notice of a document which could be registered as a land charge, and has not been so registered, will not prejudicially affect a mortgagee.

It is very important, however, to note that para. (iii) of s. 10 (1), Class C, of the L.C.A., given above, does not apply to a *charge which arises or affects an interest arising under a trust for sale or a settlement.* Such a charge cannot be registered as a land charge, as it is not a charge affecting a legal estate. See the words of the paragraph. And it cannot be registered by way of memorial at a Yorkshire Registry as it does not transfer or create a legal estate (L.P.A., s. 11 (1)). And although it can be overreached on a sale by trustees for sale, or by a tenant for life or statutory owner, the Legislature considered that no hardship would be inflicted by the interest of the persons entitled being transferred to the proceeds of sale, they being sufficiently protected by the provisions in several of the Acts that all capital money arising thereunder must be paid to at least two individual trustees or to a trust corporation (L.P.A., ss. 2, 27; S.L.A., s. 94; T.A., ss. 14 and 37 (2)). Moreover, such trustees, in the ordinary course of business would have received notice of the claims, as provided by s. 137 of the L.P.A.

L. E. E.

TOO MANY LAWYERS IN GERMANY.

The German Anwaltverein or Law Union has adopted a resolution calling for the total suspension for three years of further entries into the legal profession, and for a strict limitation of the number of entries accepted when the ban is lifted.

The number of practising lawyers in Germany has increased by more than 50 per cent. since 1915, and whereas in that year there was one lawyer to every 5,213 inhabitants, there is now one to every 3,450.

Company Law and Practice.

CLXI.

OFFERS FOR SALE—II.

In the earlier article of this series on offers for sale I was dealing with what is a common thing in the business world, an offer for sale of shares to the public; it often happens that a company making an issue of fresh capital will dispose of the whole lot, which is then offered to the public by the purchaser. So far as the company is concerned, this method has a good deal to recommend it, though its principal advantage can equally well be achieved by underwriting. But there is another kind of offer for sale to which the attention of the Legislature has been turned, and which is now, fortunately, little heard of, and it is to this kind of offer that I wish to refer this week. It is not a very appropriate topic for the season of universal goodwill now in the thoughts of most of us, for the goodwill of the persons at whom the section was principally aimed was not apparent to the Legislature, hence the section referred to below.

Section 356 deals, in its first sub-section, with house to house offering of shares to the public or any member of the public, which is now absolutely prohibited: a prohibition which covers not only shares, properly so called, but shares of any company, whether a company within the meaning of the Companies Act, 1929, or not, and also debentures and "units" (s. 356 (7)). This prohibition is so absolute that it will not even avail a canvasser to say that a person whom he canvassed is not a member of the public because he is a holder of shares in or a purchaser of goods from the company whose shares are being hawked. Those who remember the practices which were in use in this connection before the coming into operation of this provision will agree that it is a wholly beneficial one. It is not, however, this provision which is so likely to interest the readers of this column as the remaining provisions of the section; these latter are of more general application, and are aimed at a rather different type of procedure.

Section 356 (2) provides that no offer in writing must be made to any member of the public (except persons whose ordinary business is buying and selling shares) unless accompanied by a written statement, dated and signed by the offeror, containing the particulars required by the section, and otherwise complying with the requirements of the section. This restriction, however, does not apply:—

(*a*) where the shares offered are quoted on, or permission to deal therein has been granted by any recognised stock exchange in Great Britain, and the offer so states and specifies the stock exchange, or

(*b*) where the provisions of s. 38, dealt with last week in this column, apply, or

(*c*) where the offer is made only to persons with whom the offeror has been in the habit of doing regular business in the purchase or sale of shares.

If the shares offered are shares in a company incorporated outside Great Britain, instead of the statement required by this section, the offer may be accompanied by a prospectus complying with the requirements of Part XII of the Companies Act, 1929.

This section is intended to sweep up all cases which are outside the requirements of a prospectus proper, or those requirements as enlarged and applied to offers for sale in the usual sense of the word by s. 38. The definition of the word "shares" for the purposes of this section has already been referred to in connection with house to house canvassing, as also has the provision as to who is a member of the public for the purposes of the section. A habit had grown up of recent years of the sending round of circulars offering shares for sale, some to which no objection could be taken, but others more open to criticism. This section has been framed so as to impose the minimum handicap on genuine attempts to do honest business; it would be putting it too high to say that no shares other than those of which any recognised stock exchange takes cognisance ought to be offered to the public, but, if they are, the public ought to have an opportunity of gleaning some information about them, and this the section endeavours to provide for. Were it not for the fact that I have already used considerable space on it from time to time, my King Charles's Head would appear at this stage—is it either necessary or desirable to protect fools from the consequences of their folly? But we must pass on.

Knowing the type of persons with whom the section is intended to cope, both offeror and purchaser, the Legislature has deemed it necessary to provide that the written statement must not contain any matter other than the particulars which the section requires to be included in it, and must not be in characters less large or legible than any characters used in the offer or in any other document sent therewith; this might provide some pretty problems in typography at some time.

Two hundred pounds or six months, or both, or, in the case of second or subsequent offences, £500 or a year, or both, are the sanctions which may be imposed upon transgressors under the section, which includes not only persons who themselves act contrary to the provisions of the section, but also persons who incite, cause or procure any person to act in contravention of the section. If the offender is a company, every director and officer concerned in the management of the company is to be guilty of an offence under the section unless he proves that the act constituting the offence took place without his knowledge or consent.

The last sub-section confers upon the criminal courts of this country jurisdiction of a sort which hardly seems suitable to be exercised by such courts; where a conviction is made under the section, the court making the conviction may order that any contract made as a result of the offer shall be void, and may give such consequential directions as it thinks proper for the repayment of any money or the re-transfer of any shares. From this an appeal lies to the High Court, and though one can understand a very natural desire to avoid unnecessary expenditure of time or money, it seems to be rather doubtful whether a jurisdiction of this kind is proper to be exercised by the tribunal proposed. After all, similar questions have been the province of equity for very many years, and it would be idle to pretend that the subject is so simple that no experience is necessary in dealing with it.

Lastly, we will briefly examine the requirements of the section as to what information has to be given in the statement which must accompany the offer. First of all, it must disclose whether the offeror is principal or agent, and if agent, the name of his principal and an address for service within Great Britain on such principal. Next the date and country of incorporation of the company in which shares are offered, and the address of its principal or registered office in Great Britain; the authorised and issued capital, and the rights attaching to the various classes, and the dividends paid on each class during each of the three financial years immediately preceding the offer, or if none has been paid, a statement to that effect.

There is also required information as to the total amount of any debentures issued by the company and outstanding at the date of the statement, and as to the rate of interest payable thereon; as to the names and addresses of the company's directors, and whether or not the shares offered are fully paid up, and if not, the extent to which they are paid up.

The penultimate provision is not entirely logical, though it is understandable. It is this, that it must be stated whether or not the shares are quoted on, or permission to deal therein has been granted by, any recognised stock exchange in Great Britain or elsewhere, and, if so, which, and if not, a statement that they are not so quoted or that no such permission has been granted. The difficulty in the way of regarding this as

perfectly logical is that if the shares are quoted on, or dealt in on, any recognised stock exchange in Great Britain the offeror is above the necessity of the furnishing of this statement, so that there can be no necessity to require such a statement as regards British stock exchanges.

Lastly, if the offer relates to "units," names and addresses of the holders of the shares represented by the units, the date of and parties to any document defining the terms on which those shares are held, and an address in Great Britain where that document or a copy can be inspected, must be given.

(*To be continued.*)

A Conveyancer's Diary.

Acknowledgments for Production of Deed on Personal Representatives Assenting to Themselves as Trustees.

It is, I think, generally considered in practice that when personal representatives assent to a devise of land, the devisee is entitled to have an acknowledgment for the production of the probate or letters of administration which is now to be regarded as one of the muniments of title: see *Re Miller and Pickersgill's Contract* [1931] 1 Ch. 511.

It seems, however, that when executors assent in writing to the vesting of property in themselves as trustees, no acknowledgment can be given. I have before expressed the view that no written assent is necessary in such a case, but if such an assent is of any effect at all it operates as a conveyance from the executors as such to themselves as trustees, and if a conveyance to themselves is effective, I do not see why an acknowledgment in their own favour (so as to bind the probate in the hands of every other person having possession of it from time to time) should not be equally so. Nevertheless it appears that the wording of s. 64 (1) of the L.P.A., 1925, does not cover such an acknowledgment.

The sub-section reads:—

> "Where a person retains possession of documents, and gives to another an acknowledgment in writing of the right of that other to production of those documents, and to delivery of copies thereof (in this section called an acknowledgment), that acknowledgment shall have effect as in this section provided."

By using the words "to another" and "of that other" it looks as though there was a deliberate intention to exclude an acknowledgment in favour of the person giving it. In fact I do not suppose that this was in the mind of the draftsman.

It will seldom happen that the absence of such an acknowledgment is of any practical importance, but it is worth while bearing in mind that upon any change in the trusteeship before the trustees have parted with the land whereby the executors and trustees cease to be the same persons, the question of obtaining an acknowledgment should be considered.

It may be that any future owner of the land deriving title under the trustees could enforce production, although no acknowledgment had ever been given, but there are practical advantages in having one.

The Equitable Right to Production of Title Deeds.

That brings me to the question, how far an owner of land has a right to call upon any other person, having custody of the documents of title, to produce such documents apart from covenant or acknowledgment.

That there is some such right in equity is recognised in s. 45 (7) of the L.P.A., 1925, which enacts:—

> "The inability of a vendor to furnish a purchaser with an acknowledgment of his right to production and delivery of copies of documents of title or with a legal covenant to produce and furnish copies of documents of title shall not be an objection to title in case the purchaser will, on the completion of the contract, have an equitable right to the production of such documents."

What then is this equitable right?

In Dart's "Vendors and Purchasers," 8th ed., at p. 417, it is stated as follows:—

> "Generally, every person who has an interest in the land has an equitable right to the production of all deeds which affirmatively prove his title but not to those which do not."

There are a number of cases cited there which I think do not satisfactorily support that statement and have no more than an indirect bearing on the question.

In *Tampson* v. *Swettenham* (1820), 5 Mad. 16, there was a motion for production of a deed referred to in the defendant's answer, upon which he founded his title. Leach, V.C., refused the application saying, "The plaintiff is entitled to the production of a deed which sustains his title, but he has no right to the production of a deed which is not connected with his title and which gives title to the defendant." The report is very short and does not disclose the nature of the action.

Pickering v. *Noyes* (1823), 1 B. & C. 262, was an action which in form was for breaking and entering the plaintiff's land, but in fact was a suit to try the title to the land. The defendant's motion for production of the plaintiff's title deeds was refused on the ground simply that in such an action a party could not be compelled to produce his title deeds. Apparently there was no averment that the deeds supported the defendant's title.

Bolton v. *Corporation of Liverpool* (1833), 1 My. & K. 88, was a bill of discovery in aid of the defence in an action at law brought by the Corporation of Liverpool for the recovery of town dues. The bill was for production of (*inter alia*) the title deeds and documents evidencing the title of the corporation.

In dismissing the bill, Lord Brougham, L.C., pointed out that the plaintiff to the bill (the defendant in the action) did not claim anything positively or affirmatively under the documents in question, and that the only way in which they could assist him would be by disclosing some defect in the title of the corporation.

In *Minet* v. *Morgan* (1870), 8 Ch. 261, the bill was by a commoner on Dartford Heath against the Lord of the Manor of Dartford in order to establish certain rights of common claimed by the plaintiff and other commoners. The affidavit of documents filed by the plaintiff disclosed certain deeds and documents which the plaintiff swore related exclusively to his title and "to the best of his knowledge, information and belief," did not contain anything impeaching his case or supporting that of the defendant.

The real question was whether the affidavit in that form was sufficient to protect the plaintiff from being obliged to produce the documents and turned upon the practice of the court generally with regard to discovery. It was held by Lord Selborne, L.C., that the affidavit was sufficient and the application for discovery was dismissed.

Owen v. *Wynn* (1878), 9 Ch. D. 29, was an action in which the plaintiffs claimed to be owners in fee simple of certain land and the defendant alleged that the plaintiffs were freehold tenants of a manor of which he was the lord, and that they had only customary rights over the land. The plaintiffs applied for production of the court rolls and other documents relating to the manor. In his affidavit of documents the defendant swore that the court rolls and other documents related exclusively to his own title and did not tend to support that of the plaintiffs. The application was dismissed.

The last authority given by "Dart" in support of the statement which I have quoted is *Lyell* v. *Kennedy* (1883), 8 A.C. 217. That, however, was a decision with regard to interrogatories in which it was held that a plaintiff in an action for recovery of land might interrogate the defendant

on questions of fact regarding pedigree—"There is nothing . . . which deprives the plaintiff of the ordinary right of proving his own title by the lips of the defendant."

It will be observed that these cases are not direct authorities upon the question which I am considering. In each instance there was an application for discovery in aid of the defendant's or plaintiff's case in an action brought for some purpose other than that for the mere production of title deeds, and the practice of the court in relation to interlocutory applications of that nature was the deciding factor. Further, in every case, the refusal to order production was grounded on the fact that the documents were not such as to establish the title of the applicants.

I now turn to a case which seems to be more directly in point.

In *Fain* v. *Ayers* (1826) 2 S. & St. 533, the facts were that the defendant had sold and conveyed land to the plaintiff and had retained the title deeds which related to other property of the defendant. No covenant for production of the deeds was obtained, but the defendant entered into the usual covenant for further assurance. The plaintiff contracted to sell the land and called on the defendant to execute a covenant for production of and to produce the deeds for the inspection of the purchaser. The defendant having refused, the plaintiff filed a bill in which he prayed that the defendant might be compelled to produce or to execute a covenant to produce the title deeds in question in order that the plaintiff might be enabled to make a good title to the land.

In argument the plaintiff's case seems to have been mainly based upon the right to a covenant for production under the covenant for further assurance.

In deciding in favour of the plaintiff, Leach, V.C., said: "I do not think that there has been a judicial decision upon the particular point whether under a covenant for further assurance in a conveyance a new deed of covenant to produce title deeds may be required. But whatever doubt there may be upon that point, this bill, stating that the plaintiff has re-sold the property, prays alternatively, either a new deed of covenant to produce or the actual production of the title deeds to enable the plaintiff to show a marketable title upon his re-sale. The defendant's title deeds being the root of the plaintiff's title and in that sense a sort of common property, I strongly incline to think that the plaintiff has an equity to that extent, and I am informed that the Lord Chancellor has expressed an opinion to that effect."

That case does not appear to be sufficient authority for the general proposition in "Dart," to which I have referred, and in fact, is not cited in that text-book as supporting that proposition, but only to justify the cautious observation that "where a portion of an estate has been sold by the owner who retains the deeds, the purchaser can, it appears, enforce their production upon a re-sale unless there has been an express or implied agreement to the contrary."

It appears then, so far, that a purchaser who has failed to obtain an acknowledgment for the production of deeds retained by the vendor, because they relate to other land, may before he has parted with the land which he has purchased, enforce production of the deeds by the vendor, but beyond that the authorities do not go.

Of course, there are circumstances where the equitable right to production of title deeds undoubtedly exists. For example, the right of a *cestui que* trust, with regard to deeds in the possession of trustees, the right of a remainderman to production of deeds held by a tenant for life and as between joint tenants, but I am not dealing with such cases in this article.

Mr. Thomas Hedley Smirk, solicitor, of Wylam, Northumberland and Newcastle-upon-Tyne, left £23,410 with net personalty £21,039.

Landlord and Tenant Notebook.

Licence to Alienate: Form and Costs.

A COVENANT not to assign or sub-let without consent almost invariably stipulates that the consent shall be expressed in writing, but does not usually provide for any form. Subject to the fact that the attitude of the courts towards this covenant was settled before the L.P.A., 1925, gave them the right to relieve against forfeiture in the event of it being broken, landlords must expect a liberal interpretation to be placed upon this stipulation. The decision in *West* v. *Dobb* (1870), L.R. 5 Q.B. 460, shows that reservations and conditions may, on these occasions, be implied in favour of the tenant when they will not be implied in favour of the landlord. The case was thrice argued with the same result, the plaintiff being non-suited at Bodmin Assizes, obtaining a rule *nisi* which was discharged (L.R. 4 Q.B. 634) and finally making an unsuccessful appeal to the Exchequer Chamber. He had let two farms in 1860 on a fourteen-year lease which forbade underletting, assignment or otherwise parting with possession without his written consent. In 1865 the tenants introduced a proposed assignee, to whom the plaintiff wrote a letter consenting to his taking the farms "on the same conditions," and describing itself as a sufficient authority to the intending assignors to "transfer the lease." The intended assignee paid the purchase money, took no formal assignment, entered into possession and paid rent to the plaintiff. Two years later his solicitors wrote asking the plaintiff to consent to the property being vested in trustees, and the plaintiff replied saying he had no objection to a "transfer" similar to that allowed in 1865. The next thing that happened was that the trustees, without applying for consent, sold to the defendant, who took possession; and the plaintiff sought to enforce a proviso for re-entry on the breach of any covenant, specifying breach of covenant not to part with possession without written consent and parting with possession without executing a document which would bind the transferee. But while the courts held that consenting to transfer implied consent to parting with possession, they refused to imply a condition that the transfer was to be by way of executed assignment.

Parol consent will not, of course, meet the requirements when writing is stipulated; though in *Richardson* v. *Evans* (1818), 3 Madd. 218, it was said that if the landlords had "snared" the tenant by parol permission, he could not forfeit the lease. A century later this authority was relied upon by the plaintiff in *Millard* v. *Humphreys* (1918), 62 SOL. J. 505, the suggestion being that in the absence of guile he was entitled to succeed. But the case merely affords another instance of the unwillingness of the law to assist in forfeiting a lease. The facts were that the plaintiff met his tenant and an intended assignee on the premises, raised no objection to a bookseller's business being carried on (though the lease provided that the premises should be used for the purposes of a provision merchant's business only), expressed satisfaction with references supplied, and said he would send the tenant "his release" next day. The lease was then assigned, and when the assignee proved to be a man of financial instability (Coleridge, J., found as a fact that consent could have been refused by virtue of a "respectable and responsible" clause), the lessor took proceedings, to which the defendant pleaded knowledge, acquiescence and waiver. Judgment was given for the defendant on the ground that he had been induced to believe that he had been accepted as a tenant, and that the forfeiture had been waived. Possibly the facts might have justified the finding of a verbal surrender and grant of a new tenancy.

With regard to the costs incidental to a licence, the L.P.A., 1925, s. 144, which prohibits demands for pecuniary consideration, etc., expressly "does not preclude the right to require the payment of a reasonable sum in respect of any legal or other expense incurred in relation to such licence or

consent." Neither the nature nor the scope of this provision appears to have been interpreted. It does not purport to create obligations: but does the expression "the" right, as opposed to "a" or "any" right, imply the recognition of an obligation on the part of the assignor or underlessor to pay for the licence in the absence of any agreement to the contrary? The Council of The Law Society expressed an "Opinion" in 1904 that it was customary for the assignor to pay the reversioners' solicitors' costs of a licence to assign or sub-demise, but added that in the case before them (the details of which are not published) there was no *legal* obligation for them to do so. An "Opinion" of 1885 (before the section was enacted) said that an underlessor must pay the costs of a licence granted by the superior landlord. As between the parties to the conveyance, in 1894, the Council ruled that an assignor should pay both the charges and costs of procuring the licence; in 1905, that an underlessee was liable for his own solicitors' costs only. Of course, these decisions concern cases in which there is no express agreement. The only reported litigation which shed any light on the question is that in *Re Fletcher and Dyson* [1903] 2 Ch. 688; the headnote states the proposition that an underlessee is not, in the absence of agreement, liable for the costs of concurring parties represented by separate solicitors, but only for those of the lessor's solicitors; but the case was one of a lease of glebe land, the concurring parties being the patron and the Ecclesiastical Commissioners.

As regards the "other expense," presumably this means the taking up of references and the like; but there is no authority on the point, as far as I am aware.

Our County Court Letter.

THE RIGHTS AND LIABILITIES OF MUSICIANS.

In the recent case of *Haber* v. *Knox*, at Westminster County Court, the claim was for £48 as damages for wrongful dismissal, the plaintiff's case being that he had signed a contract as a trumpeter (at £4 10s. a week) for a season of ten weeks, at Clacton Town Hall. The defendant's band had a rehearsal at Clacton, but the plaintiff was dismissed the next day, on the ground that the management were not satisfied with him. Two members of the band stated that the plaintiff was competent, but the defendant (the conductor) contended that a lady vocalist had complained of the defendant not having reached the top notes. Corroborative evidence of the complaint was given by a theatrical agent (who had managed the revue in which the defendant's band appeared), and a variety agent stated that the plaintiff was not a first-class man. The late Judge Turner observed that the plaintiff had nevertheless been kept on the books, and (as the dismissal was unjustified) the plaintiff was awarded £27 and costs—as he had obtained other work. Compare the County Court Letter under the above title in our issue of the 5th December, 1931 (75 Sol. J. 827).

PROTECTION OF SALMON FISHERIES.

The above subject was recently considered at Abergavenny County Court in *McCowen* v. *Trumper*, in which the claim was for £5 as damages for trespass, and the counter-claim was for £5 in respect of an injury to a bullock. The plaintiff's case was that (1) as the owner of an estate, he had sold a farm to the defendant, whose boundary was the west bank of the Usk, although he had the right to water cattle; (2) the fishing rights on the east side belonged to the plaintiff, who had sold the fishing rights on the west side to a third party; (3) as a salmon pool had been invaded by bathers, the plaintiff had erected posts (four feet out of the water on his side, and some distance apart) in order to prevent interference with the fish. The defendant contended that he was acting in the interests of the third party, and his case was that (1) although two wooden posts were on dry land, there were also two iron posts, which were submerged and dangerous to cattle; (2) the latter only had two places to drink (owing to the dry summer) and one place was where the posts had been erected; (3) a bullock had in fact been injured by the posts. His Honour Judge Thomas was not satisfied that the posts obstructed the cattle, or that any damage had been caused. It was therefore held that the plaintiff was entitled to fix the posts, and (in view of their removal by the defendant) judgment was given for the plaintiff for £5, and costs, the counter-claim being dismissed.

THE RIGHTS AND LIABILITIES OF NEWSAGENTS.

In *Associated Press Limited and others* v. *Millar*, recently heard at Hythe County Court, the claim was for £14 for papers supplied, and the counter-claim was for £32 as damages for the withholding of supplies without notice. The defendant's case was that (*a*) the plaintiffs had supplied papers, knowing he had to supply sub-agents; (*b*) he had always had a month's credit, subject to returns being credited; (*c*) a contract was therefore implied for an indefinite period (if mutually satisfactory), otherwise he was entitled to reasonable notice of termination; (*d*) the sudden cessation of supplies had deprived him of £1 a week, as the sub-agents had gone to other wholesalers. His Honour Judge Clements held that the plaintiffs had merely agreed to sell papers on certain terms, and no contract was implied of the nature alleged by the defendant. Judgment was therefore given for the plaintiffs (on the claim and counter-claim) with costs.

AUCTIONEERS' LIABILITY FOR CONVERSION.

II.—(*Continued from* 76 Sol. J. 604.)

In *Hackney Furnishing Co. Ltd.* v. *Moore*, recently heard at Sunderland County Court, the claim was for £10 as the present value of a bedroom suite sold (in 1929) under a hire-purchase agreement to a third party. The latter gave evidence for the plaintiffs (having been informed that he need not answer any incriminating questions) and stated that the defendant had called at his house, where he had sold her the suite and other goods for £4 (and some old clothes for 20s.), but had not told her that the furniture did not belong to him. The defendant corroborated, but His Honour Judge Richardson gave judgment for the plaintiffs for £8 and costs.

Obituary.

Mr. W. J. JEEVES, K.C.

Mr. William John Jeeves, K.C., died at his home at Wimbledon on Thursday, the 15th December, after a short illness at the age of sixty-eight. Admitted a solicitor in 1886, Mr. Jeeves became Town Clerk of St. Helens, Lancashire, in 1888, and Town Clerk and Solicitor to the Corporation of Leeds in 1899. He was called to the Bar by Lincoln's Inn in 1903, took silk in 1920, and was elected a Bencher in 1926. He was also an associate member of the Surveyors' Institution. Mr. Jeeves, who was legal adviser to the Shipyard Labour Department, 1917-18, was made a C.B.E. in 1920 for his work during the war. He held many public appointments, and served on the Surrey County Council and the Wimbledon Borough Council till his death.

Mr. E. M. C. DENNY.

The death of Mr. E. M. C. Denny, barrister-at-law, who disappeared when on holiday in the Austrian Tyrol, is now presumed to have occurred on or since 30th August, 1931. Mr. Denny was educated at Christ College, Brecon, and Jesus College, Oxford. Twice wounded during the war, he was awarded the M.C. and bar, and left the Army with the rank of Captain. He was called to the Bar in 1920 and continued to practise although his health was clearly undermined. He contested Central Wandsworth as a Liberal in 1923 and East Ham (South) in 1924 and 1929.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Living as he did in an era of outstanding legal personalities, it was the fate of Lord Chief Justice Dallas that his memory should be eclipsed by that of his more vivid contemporaries. Yet, in his own day, he stood plainly in the front rank, for, five years after his call to the Bar at Lincoln's Inn, he was associated with Edward Law who became Lord Ellenborough, C.J., and Plumer, who became Master of the Rolls, in the defence of Warren Hastings. At the conclusion of the trial he took silk. In 1813, he was appointed to the Court of Common Pleas, and in 1818, he assumed its presidency as Chief Justice, retaining it for five years and proving an able lawyer, a respected judge and a polished and effective speaker. In 1823, he resigned, and on Christmas Day, 1824, he died.

ADULTS ONLY.

Mr. Justice McCardie had recently to direct that an infant plaintiff of fourteen months should be removed from his court where her cooing threatened to speak louder than the efforts of her counsel. The learned judge remarked that she could not be allowed to create a disturbance in court, however charming she and her gurgles might be, and her counsel lamented the fact that there was no crèche at the Law Courts. The same standpoint was adopted rather more bluntly by Judge Price one day when he noticed a baby in arms in the Downham Market County Court. "Hi! Missis," he cried. "Take that child out of the door. If this court is a nursery for young lawyers, it is not a nursery for babies."

CREDIT REBUKED.

His Honour Judge Tobin recently refused to make a committal order applied for by his own tailors in respect of a debt of £344. "I pay my own bills," he said, "almost as soon as they come in and don't like to ask for credit. Now I learn that I can get £300 worth of credit. I shall not make an order of committal even in favour of my own tailors. I do not approve of credit by tailors up to £300." The famous Mr. Commissioner Kerr had very strong views on this subject. Once a milkman sued in his court for a debt of £13 and the judge remarked to him: "I thought everyone paid for his pennyworth of milk each day as it was delivered." "Oh no, they don't, your honour," replied the plaintiff, "I serve your honour's house with milk and they have not paid me for two months." "Well, you will not supply me any more," was the reply, "You will be watering my milk to make up for this £13 you are going to lose."

VERACITY IN THE YOUNG.

At the Old Bailey recently a little girl's capacity to give evidence was being tested in the usual way. "You know who will be angry with you if you don't tell the truth?" she was asked. "Yes, you, sir," she replied brightly to his lordship. Clearly, she had not the gift of scenting theology afar, but then few children have, to judge by some of the answers given under similar circumstances. There was the little Irish girl who, on being asked what would happen to her if she told a lie in her evidence, replied simply "I suppose, sir, I wouldn't get me expinses." Another child of Erin on being asked by the judge: "Little girl, where will you go if you tell a lie?" replied: "Truth, yer honour, I'll go to Father Maloney." That at least was more orthodox than the disconcerting answer of the little boy who on being asked if he knew where bad people went when they died, electrified the court with the retort: "No, I don't; no more don't you; nobody don't know that." Oddly enough, posterity has tended to adopt his view. Perhaps the decline of the ordeal by Hell Fire dates from the occasion when Lord Westbury, L.C., dismissed Hell with costs. Already Maule, J., when a child of eight was asked what, when they died, became of people who told lies, had observed: "If he knows that it's a good deal more than I do."

Reviews.

Rayden and Mortimer on Divorce. Third Edition. 1932. By CLIFFORD MORTIMER, Barrister-at-Law, of the Probate and Divorce Court, and HAMISH H. H. COATES, of the Probate and Divorce Registry, assisted by F. S. H. BRYANT, Barrister-at-Law, of the Probate and Divorce Court. Butterworth & Co., Ltd. London. 1932.

The last edition of "Rayden" appeared in 1926. The present comprises the law down to 1st August, 1932. The amount of water that has flowed under the bridge of the Divorce Court since 1926 can be measured by the increase by nearly 100 pages in the size of this text-book noted for the terse excellence of its style.

Three statutes of 1926 called for inclusion and treatment in the text, the Legitimacy Act, the Adoption of Children Act, and the Indian and Colonial Divorce Jurisdiction Act. The only reform in the practice of the first magnitude to be incorporated is that brought about by *Apted* v. *Apted* [1930] P. 246; 74 SOL. J. 338, with regard to "discretion" cases, and practitioners will find a form of "statement," although necessarily a mere skeleton, included amongst the precedents. In a note to the section dealing with Inspection of the Record the editors deliver themselves of the following comment, pointing the evolution of the practice effected by *Apted's Case*: "With regard to the statement of facts which must be filed by a petitioner who desires that the discretion of Court shall be exercised in his favour, it seems that the respondent can inspect the statement, once it is on the file," and then either amend his or her answer in accordance with the facts disclosed in the statement, or file a cross-petition containing charges based solely on those facts.

The editors in reviewing the general trend of the law since 1926 emphasise the successes won by the doctrine of domicil as a basis of jurisdiction, instancing, *inter alia*, *Inverclyde* (*otherwise Tripp*) v. *Inverclyde* [1931] P. 29; 74 SOL. J. 863.

A very useful addition to the book is the printing in a separate appendix of a selection from the Directions issued from time to time relating to divorce practice.

Books Received.

Rotherham Lawyers during 350 years. By JOHN HENRY COCKBURN, O.B.E., F.R.Hist.S., Solicitor. 1932. Crown 4to. pp. (with Index) 67. Rotherham: Henry Garnett and Company, Ltd. 2s. 6d. net. Cloth, 5s. net.

Potter's Historical Introduction to English Law and its Institutions. By HAROLD POTTER, Ph.D., LL.B., Dean of the Faculty of Laws at King's College, London. 1932. Medium 8vo. pp. xxvi and (with Index) 600. London: Sweet & Maxwell, Ltd. £1 net.

Workmen's Compensation and Insurance Reports. 1932. Part 2. Edited by G. T. WHITFIELD HAYES, Barrister-at-Law. London: Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd. Edinburgh: W. Green & Son, Ltd. Annual Subscription, £2.

Truth Christmas Number. 1932. London: Truth Publishing Co., Ltd. 1s. 6d. net.

Correspondence.

Writs of *Fi. Fa.*

Sir,—We wonder whether it is generally realised that, apparently, a debtor has only to keep his front door shut to laugh at a *fi. fa.* A recent experience reveals an alarming state of affairs.

On attempting to levy against a firm, it was found that the goods had been moved the previous day to the private house

of a partner. The sheriff's officer was then dispatched with one *fi. fa.* against the firm and another against the individual partner. We hear that, although constant attempts have been made, admittance to the partner's house has not been secured, because the occupants refuse to answer the door. On one occasion, when a lady hurriedly left the house, she told the officer point-blank that she would not open the door to anybody, and she refused to disclose her identity.

Cannot something be done to remedy the evil? As we understand it, nothing can be done to force an entrance, and the assistance of the police cannot be invoked—as was apparently the case in a recent eviction. The provoking part of it is, that the house is clearly occupied, it is said to be the debtor's property (although probably in mortgage), and it would only be necessary to smash one glass door panel to get in.

It seems odd that the law permits defaulters to disobey its judgments and writs, and puts a lot of difficulties in the way of a creditor securing his due.

A. E. Hamlin, Brown & Co.

Soho-square, W.1.
23rd November.

Lever v. *Frost.*

Sir,—I appeared on behalf of the plaintiff in this case, which is reported in the "County Court Letter" in your issue of the 12th November, and would like to amplify your statement that "the old lease was still in existence," as this was the point upon which the case turned.

Mr. Frost (defendant's husband, not father) was lessee at the time of his death, the lease expiring on the 25th March last. He died in the summer of 1931, but left no will, and no grant was taken out to his estate. In these circumstances the judge held (*a*) that no surrender of the lease could have taken place seeing the legal estate must have vested in the President of the Probate, Divorce and Admiralty Division, and it would be necessary for him to concur in a surrender; (*b*) hence, that no new tenancy could have been created in defendant's favour even by her having paid three quarters' rent since her husband's death; and (*c*) she was only liable for use and occupation, and not rent, and therefore only up to the date on which she had tendered the key to the landlord and left the premises vacant, i.e., halfway through the last quarter of the lease. Had the widow been the personal representative, one gathers that his honour would have been ready to infer a surrender and a new lease to Mrs. Frost.

If any of your readers can suggest an argument which would have enabled plaintiff to recover the full quarter's rent I should be interested to hear of it.

Erskine Pollock.

Weston-super-Mare.
26th November.

Divorce for Insanity.

Sir,—Dr. S. E. White's warning is timely. No one should be granted a divorce on account of alleged insanity without the corroborative evidence of an independent specialist (voluntary if possible).

That a person shall have been a patient in an asylum for five years is not sufficient, for we know of cases in which (owing to the inaction of the petitioner) sane people have been detained for many years. Present safeguards against improper detention are totally inadequate.

Francis J. White,
Secretary.

National Society for Lunacy Law Reform,
Southampton Row, W.C.1.
19th December.

Notes of Cases.

High Court—Chancery Division.

Bleachers' Association Ltd. *v.* **Rural District Council of Chapel-en-le-Frith.** Luxmoore, J.

13th, 14th and 18th October and 16th November.

Riparian Owners—Flow of Water—Channel Underground—"Defined" and "Known"—Excavation above Spring.

The plaintiff association owned certain bleach works which were occupied and worked by Bennett & Jackson, Ltd., a subsidiary company, also plaintiffs. The works were situated on the south bank of a stream called Rundal Carr Brook. An injunction was claimed against the defendants to restrain them from interfering with the Rainside Spring so as to diminish the flow of water of this stream. Having acquired land, including the site of the spring, for the purpose of water supply, the defendants in July, 1931, proposed sinking a shaft 31 feet away from the issue of the spring with adits 24 feet therefrom. By agreement after issue of writ, certain excavations were made. At 20 feet of depth water was first observed flowing abundantly into the shaft from two vertical fissures in the rock. There was expert evidence that above an impervious bed of shale there was sandstone intersected by vertical fissures, and that at a depth of 20 feet was the top of the water table or level of saturation.

Luxmoore, J., in giving judgment, said that unless the water flowed in a defined underground channel, of which the existence and course were known, a lower riparian owner had not a right of action against the owner of land above: *Bradford Corporation* v. *Ferrand* [1902] 2 Ch. 655. The words "defined" and "known" were construed in *Black* v. *Ballymena Township Commissioners*, 17 L.R. Ir. 459, 474. In this case the plaintiff had not established a defined underground channel. Moreover, till the excavation by the defendants, it was impossible to establish whether any defined channel existed, and at present it was impossible to establish whether a defined channel existed beneath the excavation. The action would therefore be dismissed.

Counsel: *Grant*, K.C., and *H. Christie*; *Vaisey*, K.C., and *G. D. Johnston.*

Solicitors: *Patersons, Snow & Co.*, for *Wilson, Wright, Earle & Co.*, of Manchester; *Moodie, Sons & Brown*, for *Bennett, Bunting & Co.*, of Chapel-en-le-Frith.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Cruse *v.* **Mount.**

Maugham, J. 11th, 14th and 15th November.

Lease—Covenant for Quiet Enjoyment—Flat—No Implied Condition Fit for Human Habitation—Warranty—What Amounts to.

On the 22nd April, 1931, the defendant, who had converted a house into three flats, granted the plaintiff a lease of one. There was a covenant for quiet enjoyment. Before the lease was granted the defendant had told the plaintiff in casual conversation that everything was "all right." Soon after the plaintiff took possession, it became apparent that the floor was dangerous. Examination showed that this was due to faulty execution by an inadequately qualified contractor of the structural alterations in the premises, and that, unknown to the defendant, the premises were not fit for occupation at the date of the lease. In order that the floor might be strengthened, the plaintiff was asked to move out for a month, the defendant paying all expenses thereby incurred. The plaintiff in this action claimed cancellation of his lease or damages for breach of warranty that the premises were fit for occupation or for breach of the covenant for quiet enjoyment.

Maugham, J., in giving judgment, said that as to cancellation of the lease, there could be no rescission unless the

whole transaction was subject to a condition (*Angel* v. *Jay* [1911] 1 K.B. 666; *Seddon* v. *North Eastern Salt Co., Ltd.* [1905] 1 Ch. 326; *First National Re-insurance Co.* v. *Greenfield* [1921] 2 K.B. 260). The statement made in this case was not a warranty. Not every statement made in the course of negotiation is such. In order to constitute a warranty it must be intended as a substantive part of the contract and be sufficiently precise for failure or non-performance to relieve the other party from the contract. The whole question was discussed in *Heilbut, Symons & Co.* v. *Buckleton* [1913] A.C. 30. The next question was whether in the letting of a flat there is an implied condition that it is fit for human habitation. In *Smith* v. *Marrable*, 11 M. & W. 5, it was held that in the case of a furnished house there was such an implied condition. This was distinguished in *Hart* v. *Windsor*, 12 M. & W. 68, and it was held that there was no such implied condition in the case of an unfurnished house. In *Manchester Bonded Warehouse* v. *Carr*, 5 C.P.D. 507, it was held that in the letting of a floor in a warehouse there was no implied warranty that it was fit for the purpose for which it was to be used. The present case was indistinguishable. As to the covenant for quiet enjoyment, the defendant had broken it, inasmuch as he was responsible for the interruption owing to the faulty way in which he had had the alterations executed. Damages would include all the expenses to which the plaintiff had been put through having to vacate the flat.

COUNSEL: *Spens*, K.C., and *Evershed*; *Manning*, K.C., and *Russell Gilbert*.

SOLICITORS: *Finnis, Downey, Linnell & Chessher*; *Dudley M. Paul & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Dampskibsselskabet "Heimdal," etc. *v.* Russian Wood Agency Limited. Roche, J. 21st November.

SHIPPING — CHARTER-PARTY — ICE CLAUSE — CONTINUOUS ASSISTANCE—GEOGRAPHICAL LIMIT OF ASSISTANCE—CLEAR OF ICE.

In this case Dampskibsselskabet "Heimdal," etc., Danish shipowners, sued the defendants, Russian Wood Agency, Ltd., as charterers, for damages alleged to have been suffered through detention by ice at the port of Leningrad. By the terms of the charter-party, dated the 26th November, 1930, the defendants chartered the steamer "Ask" to go to Leningrad and load a full and complete cargo of timber and take it to Hull. The steamer loaded the cargo in due course and was ready to leave on the 31st December, 1930, but owing to detention by ice she did not reach open water until the 12th January. The plaintiffs now claimed damages for detention and for injury to the vessel by ice. The claim was based on clause 35 of the charter-party, which provided: "Charterers to supply the steamer with ice-breaker assistance if required by the captain to enable her to enter or leave port of loading free of all expenses to the owners . . ." In this case an ice-breaker was ordered at 1.30 p.m. on the 31st December, when the steamer had completed loading, and she came and towed the steamer till 9 p.m. that day and then left her in the ice. She lay there waiting for further assistance until the 5th January. With further assistance she reached Cronstadt roads on the 6th January, and was then outside the limits of the port of Leningrad, but she was still in the ice. After receiving further ice-breaking assistance at intervals the "Ask" finally reached open water and was able to proceed on her voyage on the 12th January. The period occupied from leaving her berth to reaching open water was twelve days, and the total time during which ice-breaking assistance was given amounted to less than two days. The plaintiffs therefore claimed for ten days' detention.

ROCHE, J., held that the obligation of the defendants was, at least, to provide an ice-breaker which would be as continuously as possible in attendance on the plaintiffs' individual ship and would enable, or at least do its best to enable her to leave the port. Here the absence of ice-breakers for long periods was unexplained; and he held that the clause with regard to the provision of ice-breakers had been broken. As to the geographical limit of the obligation, the charterers contended that it only extended to the boundary of the port, but he held that that was wrong. On a true construction of the clause assistance must be provided to the point, wherever it might be, where the ship would be clear of the ice and able to proceed on her voyage. His conclusion was that the plaintiffs had lost eight days through the absence of ice-breaker assistance and must recover for those eight days.

COUNSEL: *Raeburn*, K.C., and *Sir Robert Aske*, for the plaintiffs; *Miller*, K.C., and *Willink*, for the defendants.

SOLICITORS: *Botterell & Roche*, for *Sanderson & Co.*, Hull; *Wynne-Baxter & Keeble*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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FIREARM LAW.

At the Marylebone Police-court a man was summoned before Mr. Cairns for carrying a ·410 smooth-bore double-barrelled shot pistol without a licence. The magistrate's clerk asked why no firearm certificate was necessary, and was told that, being a smooth-bored weapon, it was not necessary to have a certificate from the police under the Firearms Act. A police witness said the pistol was a very dangerous weapon. Mr. Griffiths, prosecuting for the L.C.C., said that anybody could get a gun licence by application at a post office. The defendant was fined 10s.

Rules and Orders.

THE COUNTY COURT DISTRICTS (MISCELLANEOUS No. 3) ORDER, 1932. DATED DECEMBER 5, 1932.

I, John Viscount Sankey, Lord High Chancellor of Great Britain, by virtue of section 4 of the County Courts Act, 1888,(*) as amended by section 9 of the County Courts Act, 1924,(†) and of all other powers enabling me in this behalf, Do hereby order as follows :—

1. The District of the County Court of Staffordshire held at Burslem shall be consolidated with the District of the County Court of Staffordshire held at Hanley and Stoke-upon-Trent, and a court shall be held in the District formed by the said consolidation, at the places known as Hanley, Stoke-upon-Trent and Burslem by the name of the County Court of Staffordshire held at Hanley and Stoke-upon-Trent.

2. The said Court held at Hanley and Stoke-upon-Trent shall have jurisdiction to deal with all proceedings which shall be pending in the said Court held at Burslem when this order comes into operation.

3. The parts of Parishes set out in the first column of the Schedule to this Order shall be detached from, and cease to form part of, the County Court Districts set opposite to their names respectively in the second column of the said Schedule, and shall be transferred to, and form part of, the County Court Districts set opposite to their names respectively in the third column thereof.

4. In this Order "parish" shall mean a place for which immediately before the first day of April, 1927, a separate poor rate was or could be made or a separate overseer was or could be appointed :

Provided that unless the contrary intention appears, the boundaries of every parish mentioned in this Order shall be those constituted and limited at the date of this Order.

5. This Order may be cited as the County Court Districts (Miscellaneous No. 3) Order, 1932, and shall come into operation on the 1st day of January, 1933, and the County Courts (Districts) Order in Council, 1899,(‡) as amended, shall have effect as further amended by this Order.

Dated the 5th day of December, 1932.

Sankey, C.

SCHEDULE.

First Column. Parishes.	Second Column. County Court Districts.	Third Column. County Court Districts.
Stoke-on-Trent, part of, viz. :—		
The part which constituted part of the Parish of Stone Rural immediately before the Ministry of Health Provisional Order Confirmation (Stoke-on-Trent Extension) Act, 1921, came into operation.	*Staffordshire.* Stone.	*Staffordshire.* Hanley and Stoke-upon-Trent.
The part which constituted part of the Parish of Barlaston immediately before the Stoke-on-Trent Extension Act, 1929, came into operation.	Stone.	Hanley and Stoke-upon-Trent.
Gillingham, part of, viz. :—	"	"
The part which constituted the Parish of Rainham immediately before the commencement of the Ministry of Health Provisional Order Confirmation (Gillingham Extension) Act, 1928.	*Kent.* Sittingbourne.	*Kent.* Rochester.

* 51–2 V. c. 43. † 14-5 G. 5. c. 17.
‡ S.R. & O. 1899, No. 178, printed as amended to 1903, S.R. & O. Rev. 1904, III, County Court, E. p. 1.

THE SUMMARY JURISDICTION RULES, 1932. DATED DECEMBER 6, 1932.

1. *Citation.*]—These Rules may be cited as the Summary Jurisdiction Rules, 1932.

2. *Commencement.*]—These Rules shall come into operation forthwith.

3. The following Rule shall be substituted for Rule 15 of the Summary Jurisdiction Rules, 1915(*) :—

15. *Crown fines.*]—The clerk of each court of summary jurisdiction shall send on the tenth day of January, April, July and October in each year to the Secretary of State for the Home Department, Whitehall, a certified statement, in the form number 92 in the schedule hereto, of fines payable wholly or in part to His Majesty or to the Exchequer, which have been imposed by the court during the previous quarter or which, outstanding from an earlier date, have been paid during the quarter. If no fines so payable have been imposed during the quarter and no outstanding fines have been paid, the statement shall be certified in blank.

4. The following Rule shall be substituted for Rule 28 of the Summary Jurisdiction Rules, 1915 :—

28. *Recognizance entered into separately.*]—(1) When a defendant has been committed to prison by a court of summary jurisdiction in default of finding sureties and the sureties afterwards enter into their recognizance separately from the defendant, written notice in form number 52 in the schedule hereto shall be sent forthwith by the court or other person taking their recognizance to the governor of the said prison that such recognizance has been entered into ; and, if the defendant has already entered into his recognizance he shall then be released, and, if the defendant has not already entered into his recognizance, the governor shall take his recognizance and discharge him, provided that in either case he be held for that cause and no other.

(2) When a defendant, who has given due notice of appeal or has applied for a case to be stated, is in prison and sureties enter into a recognizance in accordance with the Summary Jurisdiction Act, 1879 section 31 (3) or the Summary Jurisdiction Act, 1857 section 3, separately from the defendant, written notice in form number 53 in the schedule hereto shall be sent forthwith by the court or other person taking their recognizance to the governor of the said prison that such recognizance has been entered into ; and the governor shall, if the defendant has not already entered into his recognizance, take his recognizance and shall,

(*a*) in the case of an appeal under section 31 of the Summary Jurisdiction Act, 1879, if the court has so directed, discharge him, or

(*b*) in the case of an application for a case to be stated, if the recognizance contains a condition for the defendant's appearance before the court of summary jurisdiction within ten says after the judgment of the superior court has been given, discharge him,

provided that in either case he be held for that cause and no other.

5. The following Rule shall be inserted after Rule 35 of the Summary Jurisdiction Rules, 1915 :—

35A. *Notice of discharge of recognizance.*]—When a recognizance is discharged in pursuance of section 26 (2) of the Criminal Justice Act, 1925 by a court of summary jurisdiction for a place other than the place where the recognizance was ordered to be entered into, the court shall cause notice of the discharge of the recognizance to be sent to the court by which the recognizance was ordered to be entered into.

6. The following Rule shall be substituted for Rule 49 of the Summary Jurisdiction Rules, 1915 :—

49. *Certificate of imprisonment for bastardy arrears.*]—For the purposes of section 32 (3) of the Criminal Justice Administration Act, 1914 when a person is imprisoned in proceedings for the enforcement of an order in any matter of bastardy or of an order enforceable as an order of affiliation, the governor of the prison shall, upon his discharge, send to the clerk of the court issuing the commitment a certificate showing the dates of his reception into prison and discharge therefrom, and the clerk of the court, if payments under the order have been ordered by the court to be made through an officer of the court or other person, shall forward such certificate to that officer or person.

7. The following Rules shall be inserted after Rule 49 of the Summary Jurisdiction Rules, 1915 :—

49A. *Transmission of periodical payments by clerk of court.*]—When an order has been made by a court of summary jurisdiction for periodical payments of money to be made through an officer of the court or other person, any payments received by the clerk of the court by which the

(*) S.R. & O. 1915 (No. 200) III p. 121.

order was made shall be forwarded by him to that officer or person.

8. The following Rules shall be inserted after Rule 52 of the Summary Jurisdiction Rules, 1915 :—

52A. *Application for removal of disqualification for holding motor driver's licence.*]—An application to a court of summary jurisdiction by a person, who is disqualified by virtue of a conviction or order under the Road Traffic Act, 1930 for holding or obtaining a licence under section 4 of the Act, for an order under section 7 (3) of the Act removing such disqualification shall be by way of complaint for an order and the Summary Jurisdiction Acts shall apply to the proceedings thereon. Upon any such complaint a summons shall be issued to the superintendent of police for the district in which the court is situated or, if the court is situated in a borough with a separate police force, to the chief constable thereof, or in either case, to such constable as the said superintendent or chief constable may generally or in any particular case designate to show cause why an order should not be made.

52B. *Notice for removal of disqualification.*]—When an order under section 7 (3) of the Road Traffic Act, 1930, is made removing the disqualification of a person for holding or obtaining a licence under section 4 of the Act, the court shall cause notice of such order and a copy of the particulars of the order endorsed on the licence, if any, previously held by such person to be sent to the council to whom notice of the disqualification was sent.

9. The following Rule shall be inserted after Rule 60 of the Summary Jurisdiction Rules, 1915 :—

60A. *Interpretation.*]—The Interpretation Act, 1889, shall apply to the interpretation of these Rules and any Rules amending these Rules as it applies to the interpretation of an Act of Parliament.

10. *Forms.*]—(1) Forms number 43, 51, 52, 53, 63 and 92 in the schedule hereto shall be substituted for the corresponding forms in the schedule to the Summary Jurisdiction Rules, 1915, as subsequently amended.

(2) Form number 77A in the schedule hereto shall be inserted after form number 77 in the schedule to the said Rules.

(3) For the marginal note to form number 19 in the schedule to the said Rules there shall be substituted :—

" If no direction is given, the defendant will be treated as an offender of the third division."

(4) After the word " custody " at the end of the third paragraph of form number 55 in the schedule to the said Rules there shall be added the words :—

" unless the Court shall otherwise order."

(5) Form number 16, the words " or pleaded guilty to the said charge " in forms number 64, 65 and 66, and the words " or pleaded guilty " in forms number 78 and 79 in the schedule to the said Rules are hereby annulled.

11. *Annulment of Rules.*]—The Summary Jurisdiction Rules, 1921,(*) the Summary Jurisdiction Rules, 1925,(†) and the Summary Jurisdiction Rules, 1926, (‡) are hereby annulled.

Dated the 6th day of December, 1932.

Sankey, C.

SCHEDULE.

FORMS.

43.

Recognizance.§ (*S.J. Act*, 1848, *s.* 16, *&c.*)

In the [county of . Petty Sessional Division of].

The under-mentioned persons severally acknowledge themselves to owe to our Sovereign Lord the King the several sums following, namely :

of , as principal, the sum of , and of , and of , as suret the sum of [each] to be levied on their several goods, lands, and tenements if the said principal fail in the condition hereon endorsed.

(*Signed where not taken orally*) *A. B.*
G. H.
J. K.

Taken [orally] before me the day of , 19 .
J.P., (L.S.)

Justice of the Peace for the [county] aforesaid, *or* Clerk of the Court of Summary Jurisdiction for the [Petty Sessional Division] of , *or* Superintendent of the Police.

Condition.

The condition of the above recognizance is such that if the above-bounden principal shall appear before the Court of Summary Jurisdiction sitting at on day, the day of , at the hour of in the noon [*or* shall appear at every time and place to which during the course of the proceedings against the said principal the hearing may be from time to time adjourned (unless the Court shall order otherwise in the meantime)], to answer to the charge made against him /her by , and to be dealt with according to law,

[*or* shall keep the peace and be of good behaviour towards His Majesty and all His liege people, and especially towards for the term of now next ensuing],

[*or* shall appear at the *next* Court of Quarter Sessions to be holden in and for the [county] aforesaid, and prosecute his /her appeal from a certain conviction [or sentence *or* order] of the Court of Summary Jurisdiction sitting at , bearing date the day of , whereby the said principal was convicted for that [*or* was sentenced *or* ordered] and abide the judgment of the Court of appeal thereon and pay such costs as may be awarded by the Court of appeal].

[*or* shall prosecute without delay his /her appeal from a certain conviction [*or* order] of the Court of Summary Jurisdiction sitting at , bearing date the day of , whereby the said principal was convicted for that [*or* was ordered] to the High Court of Justice and submit to the judgment of the superior Court and pay such costs as may be awarded by the Superior Court [*and, unless the determination appealed against be reversed, shall appear before the said Court of Summary Jurisdiction within ten days after the judgment of the superior Court shall be given, to abide such judgment]],

then the said recognizance shall be void, but otherwise shall remain in full force.

51.

Certificate of Amount and Condition of Recognizance.
(*Rule* 30.)

In the [county of . Petty Sessional Division of].

A.B. (hereinafter called the defendant) was, on the day of , committed by the Court of Summary Jurisdiction, sitting at , to His Majesty's prison at , charged with [*or* convicted of] (*&c., naming the offence shortly*) (*add, if notice of appeal has been given, or application made for a case to be stated*). [And has given notice of appeal, *or* applied for a case to be stated] :

I hereby certify that the said Court has consented to the defendant being bailed by recognizance, himself /herself in , and [*or* has fixed the amount of the recognizance to be entered into by the defendant at , with] suret in (each), conditioned for the appearance of the defendant at the said Court on the day of , at the hour of , in the noon [*or* at every time and place to which during the course of the proceedings against the defendant the hearing may be from time to time adjourned, unless the Court shall order otherwise in the meantime].

[*or* for the appearance of the defendant at the next Court of Assizes *or* Quarter Sessions, at to take his /her trial].

[*or* for the defendant keeping the peace and being of good behaviour towards His Majesty and all His liege people, and especially towards for the term of from the date aforesaid].

[*or* for the appearance of the defendant at the *next* Court of Quarter Sessions, holden at to prosecute an appeal against his /her conviction [or sentence] and to abide the judgment of the Court of appeal thereon and to pay such costs as may be awarded by the Court of appeal [†and that the said Court of Summary Jurisdiction has ordered, on the said recognizance(s) being entered into, the defendant's release from custody, if he be held for no other cause]].

[*or* for the prosecution without delay by the defendant of an appeal to the High Court of Justice against his /her conviction and for the submission of the defendant to the judgment of the superior Court and for payment by the defendant of such costs as may be awarded by the superior Court [‡and, unless the determination appealed against be reversed, for the appearance of the defendant before the said Court of Summary Jurisdiction within ten days after the judgment of the superior Court shall have been given, to abide such judgment, and I hereby further certify that, on the said recognizance(s) being entered into, the defendant is to be released from custody, if he be held for no other cause]].

Dated the day of 19 .
J.C.,
Clerk of the said Court of Summary Jurisdiction.

(*) S.R. & O. 1921 (No. 1042) p. 1261.
(†) S.R. & O. 1925 (No. 833) p. 1465.
(‡) S.R. & O. 1926 (No. 675) p. 1231.
(§) For Recognizance under Probation of Offenders Act, *see* Form number 67.

* Delete if the principal is not in custody.
† Delete if the defendant is not in custody or if he is in custody and is not to be released pending the appeal.
‡ Delete if the defendant is not in custody.

52.

Certificate of Recognizance having been entered into.
(*Rule* 28 (1)).

In the [county of . Petty Sessional Division of].

To the Governor of His Majesty's prison at

A.B. being now in your custody under a warrant of the Court of Summary Jurisdiction sitting at , in the [county] of , dated the day of 19 : It is hereby certified that suret referred to in the said warrant [*or* in the certificate from the clerk of the said Court hereto attached] h duly entered into a recognizance [each] in the sum of , before the above Court of Summary Jurisdiction sitting at , in the [county] of [*or* before me].

You are therefore authorised and required, upon any other recognizance that is required having been entered into, to take the recognizance of the said *A.B.*, if not already taken, and to discharge him /her forthwith, if held for the cause stated in the said warrant and no other.

Dated the day of 19 .

J.P.,

Justice of the Peace for the [county] last aforesaid, *or* Clerk of the Court of Summary Jurisdiction sitting at in the [county] of *or* Superintendent of the Police.

53.

Certificate of Appellant's Sureties having entered into Recognizance.
(*S.J. Act*, 1879, *s.* 31 (3), *&c.*, ; *Rule* 28 (2).)

In the [county of . Petty Sessional Division of].

To the Governor of His Majesty's prison at .

A.B., hereinafter called the appellant, who is now in your custody under a warrant of the Court of Summary Jurisdiction sitting at , in the [county] of , dated the day of 19 , having given notice of appeal [*or* applied for a case to be stated], and the said Court having fixed the amount in which the appellant and his sureties are to be bound by recognizance as shown by the certificate from the clerk of the said Court hereto attached.

It is hereby certified that suret required h this day duly entered into a recognizance [each] in the sum of , before the Court of Summary Jurisdiction sitting at in the [county] of [*or* before me].

You are therefore authorised and required, upon any other recognizance that is required having been entered into, to take the recognizance of the appellant, if not already taken [*and to discharge him /her forthwith, if held for the cause stated in the said warrant and no other].

Dated the day of 19 .

J.P.,

Justice of the Peace for the [county] last aforesaid, *or* Clerk of the Court of Summary Jurisdiction sitting at in the said [county] of *or* Superintendent of the Police.

63.

Return of person bailed for trial. (*Rule* 32.)

Return of Person Bailed for Trial at County [OR *Borough*] *Quarter Sessions* [OR *Assizes*] *at*

Name of Accused.	
Charge as set out in caption of depositions.	
Committing Magistrate.	

Bailed this day of , 19 .

J.C.,

Clerk of the Court of Summary Jurisdiction sitting at

77A.

Certificate that a condition of a recognizance under the Probation of Offenders Act, 1907, *has been broken.* (*C. J. Act*, 1925, *s.* 7 (5)).

In the [county of , Petty Sessional Division of].

The day of , 19 .

To the Court of Assize [Quarter Sessions] [Summary Jurisdiction for the *Petty Sessional Division of in the county of*].

A.B., hereinafter called the defendant, has appeared [been brought] before the Court of Summary Jurisdiction sitting at , in the [county] of , charged with having failed to observe the hereinafter mentioned condition of a recognizance entered into by him /her, under the Probation of Offenders Act, 1907, on the day of , 19 , before the (*insert here the name of the Court before which the recognizance was entered into*) ;

And whereas the defendant is bound by his /her recognizance to appear for [conviction and] sentence before the last-named Court when called upon :

Having heard the evidence relating to the said charge, it is this day adjudged and hereby certified that the defendant has failed to observe the condition of the said recognizance that he /she should (*insert here the condition broken*) in that (*insert here full particulars of the circumstances*).

J.P. (L.S.)

Justice of the Peace for the [county] first above mentioned.

92.

County of .....
Borough of or Petty Sessional Division of .....

RETURN OF EXCHEQUER FINES, PENALTIES &C., FOR THE QUARTER ENDED.....19 .

I certify that the following is a correct Statement of all Fines and Penalties imposed at this Court during the quarter above stated, or received in respect of arrears from an earlier date, which are payable either wholly or in part to His Majesty or the Exchequer (except Excise Penalties), and also of all Forfeitures, the proceeds of which are similarly payable.

.....Clerk to the Justices.

PART I. FINES UNDER ACTS OTHER THAN ROADS, ROAD TRANSPORT LIGHTING AND ROAD TRAFFIC ACTS.
Including (i) arrears received, and (ii) fines imposed whether paid or outstanding.

(1) Date of Conviction.	(2) Name of Person Fined.	(3) Act under which Fine imposed.	(4) Gross amount of Fine imposed. * £ s. d.	(5) Amount of Court Fees. † s. d.	(6) Amount received during quarter and due to Exchequer. £ s. d.

* If a portion only of a Fine is payable to the Exchequer, the gross amount of the whole Fine should be entered in column 4, the amount payable to the Exchequer in columns 6 and/or 7, and a note as to the disposition of the balance should be made in column 8. TOTAL £

(7) Amount unpaid and due to Exchequer. (£) s. d.	(8) REMARKS. (1) Details as required by footnotes to columns 4 and 5. (2) Particulars of any forfeiture. (3) Steps taken for recovery of amount shown in column 7.	(9) FOR USE IN HOME OFFICE.

† Where the Court fee in any one case exceeds the sum of 4*s.* prescribed by the First Schedule to the Criminal Justice Administration Act, 1914, as amended by the Secretary of State's Order of the 1st April, 1915, an explanation should be furnished in column 8.

PART II.

FINES UNDER THE ROADS ACT, 1920, ROAD TRANSPORT LIGHTING ACT, 1927, AND ROAD TRAFFIC ACT, 1930.

	£	s.	d.
(*a*) Total Amounts received during the Quarter in respect of			
(i) Arrears received (for details see (*b*) below)			
(ii) Fines imposed during the quarter and received in whole or in part (no details required)			
TOTAL ..£			

(*b*) Details of Arrears received during the Quarter.

(1) Date of Conviction.	(2) Name of Person Fined.	(3) Amount received during quarter and due to Exchequer. £ s. d.

TOTAL .. £
(To be carried to II (*a*) (i)).

* Delete if the appellant is not to be released.

(c) Details of Fines Imposed during the Quarter and Outstanding at the end of the Quarter.

(1) Date of Conviction.	(2) Name of Person Fined.	(3) Gross Amount of Fine imposed. * £	s.	d.	(4) Amount of Court Fees. † s.	d.	(5) REMARKS. State here steps taken for recovery of Fine.	(6) For Use in Home Office.
	TOTAL ..£							

* If part of the fine has been paid, there should be a statement in column 5 of the amount unpaid and due to the Exchequer.

† Where the Court fee in any one case exceeds the sum of 4/- prescribed by the First Schedule to the Criminal Justice Administration Act, 1914, as amended by the Secretary of State's Order of the 1st April, 1915, an explanation should be furnished in column 5.

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the Directors of this Association was held at 60, Carey-street, London, on the 14th December, Mr. E. R. Cook, C.B.E., in the chair. The other Directors present were Sir A. Norman Hill, Bart., Sir E. F. Knapp-Fisher, and Messrs. E. E. Bird, A. C. Borlase (Brighton), P. D. Botterell, C.B.E., T. G. Cowan, N. T. Crombie (York), T. S. Curtis, E. F. Dent, R. Epton (Lincoln), A. G. Gibson, O. J. Humbert, G. Keith, E. B. Knight, C. W. Lee, C. G. May, H. A. H. Newington, E. C. Ouvry, H. F. Plant, P. J. Skelton (Manchester), A. B. Urmston (Maidstone), and H. White (Winchester). £1,386 was granted in relief; twelve new members were admitted; Christmas gifts were also sent.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 16th December. The President, Mr. Vyvyan Adams, M.P., took the chair at 8.20 p.m. In public business Mr. G. F. Wagstaff moved "That this House approves of the proposals of Lord Salisbury's Committee for the reform of the House of Lords." Mr. A. A. Baden Fuller opposed. There spoke to the motion, Mr. Menzies, Mr. Alexander, Mr. Newman Hall (Hon. Treasurer), Mr. Ungoed-Thomas (Vice-President), Mr. Stride (Hon. Secretary), Mr. Mayers, Mr. Sturge, Mr. Cooke, and the hon. proposer in reply. On a division the motion was lost by four votes.

University of London Law Society.

The officers of the above Society for the year 1933-34 are as follows: President, J. C. Hales, 1, Wickliffe Gardens, Wembley Park, Middlesex; Secretary, Miss V. W. Braune, "Greengates," Carshalton, Surrey: Treasurer, L. C. B. Gower, "Frampton," 60, Green Lane, Edgware, Middlesex. All communications should be addressed to the Secretary.

Parliamentary News.

Progress of Bills.

House of Lords.

Evidence (Foreign, Dominion and Colonial Documents) Bill.
Read Third Time. [20th December.

Expiring Laws Continuance Bill.
Reported without Amendment. [20th December.

Visiting Forces (British Commonwealth) Bill.
Reported without Amendment. [20th December.

House of Commons.

Dangerous Motor Traffic Bill.
Read First Time. [20th December.

Housing (Financial Provisions) Bill.
Read Second Time. [15th December.

Ministry of Health Provisional Order (Chester and Lancaster) Bill.
Read First Time. [20th December.

Ministry of Health Provisional Order (Eton Joint Hospital District) Bill.
Read First Time. [20th December.

Solicitors' Bill.
Read Second Time. [19th December.

Questions to Ministers.

SUPREME COURT OF JUSTICE (COMMITTEE).

Mr. OWEN EVANS asked the Attorney-General whether the committee appointed by the Lord Chancellor to consider the state of business in the Supreme Court includes representatives of chambers of commerce and other bodies representing trade and industry which are concerned in the administration of justice; and, if not, whether he will represent the desirability of adding a number of such persons to the committee.

Sir VICTOR WARRENDER (Vice-Chamberlain of the Household): I have been asked to reply. The committee appointed by the Lord Chancellor will have as its main object to consider highly technical matters, and for this reason, and in order that it should be of workable size and should, so far as the subject matter allows, be enabled to act with expedition, the Lord Chancellor has composed it solely of lawyers. The chambers of commerce and such other bodies as are mentioned in the question can be of great assistance to the committee by furnishing memoranda and, if it is thought desirable, by tendering evidence before it. They may be assured that the point of view of the commercial community will not be overlooked. [15th December.

COURTS OF SUMMARY JURISDICTION (APPEALS).

Mr. LYONS asked the Home Secretary if he will indicate the sources from which evidence has been invited or received by the committee considering the matter of appeals from courts of summary jurisdiction.

Sir J. GILMOUR: The question of the sources from which evidence is being invited or received by the committee is, like other questions of procedure, a matter for the committee. [20th December.

MURDER TRIALS (POLICE EVIDENCE).

Mr. LLEWELLYN-JONES asked the Secretary of State for the Home Department whether he will issue a circular to all police authorities drawing their attention to the remarks of Mr. Justice Humphreys, at the recent Birmingham Assizes, in reference to the police furnishing witnesses for the prosecution in cases of wilful murder with copies of statements which they have made.

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT (Sir JOHN GILMOUR): I have asked for a full report on this incident, and will consider in due course what action, if any, it may be desirable to take. [20th December.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. PAUL ERNEST SANDLANDS be appointed Recorder of Leicester, to succeed the late Mr. C. Wightman Powers. Mr. Sandlands was called to the Bar by the Inner Temple in 1900, and was made a Bencher in 1928.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. FREDERICK OSWALD LANGLEY be appointed a Metropolitan Police Magistrate, to fill the vacancy caused by the death of Sir William Clarke Hall. Mr. Langley was called to the Bar by the Inner Temple in 1907, and became Recorder of Oswestry in 1928.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to approve the appointment of Mr. GEORGE BROWN, M.B.E., Advocate, present Sheriff Substitute of Caithness, Orkney, and Zetland at Kirkwall, to be Sheriff Substitute of Ross, Cromarty, and Sutherland at Dingwall, in place of the Hon. Huntly D. Gordon, resigned.

Mr. L. G. WATSON, solicitor, Deputy Town Clerk of Blackpool, has been appointed Clerk to the Weston-super-Mare Urban District Council in succession to Mr. GEOFFREY KNOWLES, who was recently appointed Deputy Town Clerk of Bristol. Mr. Watson was admitted in 1921.

Dr. EDWARD BRAMLEY, solicitor, of Sheffield, and a former President of the Sheffield District Incorporated Law Society, has been elected President of the Unitarian College, Manchester, for the coming year. Dr. Bramley, who was admitted in 1892, is a partner in the firm of Messrs. Bramley & Coombe.

Mr. S. S. SILVERMAN, solicitor, of Liverpool, has been chosen as the Labour Party candidate in the coming by-election for the Exchange Division of Liverpool caused by the death of Sir James Reynolds. Mr. Silverman was admitted a solicitor in 1928.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

END OF MICHAELMAS TERM.

CASES AWAITING TRIAL.

The Michaelmas term at the Law Courts came to an end on Wednesday last, and the Hilary Sittings will open on 11th January.

There is again a substantial carrying over of cases, particularly in the King's Bench Division. Special jury actions in the term's list deferred to the New Year number about 200, common jury trials 200, and non-jury cases 130, making a total of 530. Some special jury suits standing over to 1933 were entered for trial in March and April, 1932.

NEW SURREY MAGISTRATES.

The following have been added to the Commission of the Peace for the County of Surrey:—Mr. William John Austin, Mr. John Nicholas Patrick Conlan, Sir Thomas Raffles Hughes, K.C., Mr. Alaster Colla Macdonnell, and Mr. Shirl Mussell.

LEGAL DINNER.

Mr. R. C. NESBITT.

Mr. Nesbitt entertained at dinner in the Guest Room at the Athenæum recently his former pupils and some others from whom he had himself learnt something. There were present: Mr. L. C. Bullock, Mr. C. A. Chilton, Mr. Bernard Elliman, Mr. J. Malcolm Harby, The Rev. G. H. Lancaster, The Rev. Miles Malleson, Mr. F. G. Mountford, Mr. R. M. Nesbitt, Mr. Thomas Nottidge, Mr. H. P. Rashleigh, Sir Albion Richardson, Mr. Michael Rowe, Mr. W. G. Vizard, Mr. Percy Wallach and Mr. J. W. W. Weigall.

The Bishop of Stepney, the President of The Law Society, Sir Bernard Bircham, Mr. Justice Macnaghten, The Hon. R. S. Mansfield and Mr. R. S. Cockburn were unable, owing to previous engagements, to attend.

It is not often that a solicitor entertains his former pupils. They were of many different ages, and represented associations covering a period of thirty years.

There were no formal speeches, but Mr. Nesbitt in his words of welcome based what he had to say on Cicero's Essay on Friendship.

Christmas Vacation, 1932-1933.

NOTICE.

There will be no sitting in court during the Christmas Vacation.

During the Christmas Vacation all applications "which may require to be immediately or promptly heard," are to be made to the Judge who for the time being shall act as Vacation Judge.

The Honourable Mr. Justice GODDARD will act as Vacation Judge from Thursday, 22nd December, 1932, to Tuesday, 10th January, 1933, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Thursday, 29th December, and Thursday, 5th January, at half-past 10.

On days other than those when the Vacation Judge sits in Chambers applications in urgent matters may be made to his Lordship personally, or by post.

When applications are made by post the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrar's Chambers, Room 136, Royal Courts of Justice.

CHANCERY REGISTRAR'S CHAMBERS,
Royal Courts of Justice,
December, 1932.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 12th January, 1933.

	Middle Price 21 Dec. 1932.	Flat Interest Yield.	†Approximate Yield with redemption
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	108	3 14 1	3 10 0
Consols 2½%	74	3 7 7	—
War Loan 3½% 1952 or after	99	3 10 8	—
Funding 4% Loan 1960-90	108½	3 13 9	3 10 2
Victory 4% Loan (Available for Estate Duty at par) Average life 31 years	108	3 14 1	3 11 4
Conversion 5% Loan 1944-64	115	4 6 11	3 7 0
Conversion 4½% Loan 1940-44	109	4 2 7	3 2 9
Conversion 3½% Loan 1961 or after	99	3 10 8	—
Local Loans 3% Stock 1912 or after	87	3 9 0	—
Bank Stock	323	3 14 3	—
India 4½% 1950-55	107	4 4 1	3 18 6
India 3½% 1931 or after	87½	4 0 0	—
India 3% 1948 or after	75½	3 19 6	—
Sudan 4½% 1939-73	108	4 3 4	3 0 5
Sudan 4% 1974 Redeemable in part after 1950	108	3 14 1	3 8 0
Transvaal Government 3% Guaranteed 1923-53 Average life 13 years	100	3 0 0	3 0 0
Colonial Securities.			
*Canada 3% 1938	100	3 0 0	3 0 0
*Cape of Good Hope 4% 1916-36	102	3 18 5	—
Cape of Good Hope 3½% 1929-49	97	3 12 2	3 14 10
††Ceylon 5% 1960-70	117	4 5 6	3 19 4
*Commonwealth of Australia 5% 1945-75	105	4 15 3	4 9 9
Gold Coast 4½% 1956	106	4 4 11	4 1 10
*Jamaica 4½% 1941-71	104	4 6 6	3 18 10
*Natal 4% 1937	102	3 18 5	3 10 2
*New South Wales 4½% 1935-45	99	4 10 11	4 12 1
*New South Wales 5% 1945-65	103	4 17 1	4 13 9
*New Zealand 4½% 1945	102	4 8 3	4 5 7
*New Zealand 5% 1946	107	4 13 5	4 5 9
Nigeria 5% 1950-60	112	4 9 3	4 0 2
*Queensland 5% 1940-60	103	4 17 1	4 10 10
*South Africa 5% 1945-75	108	4 12 7	4 3 8
*South Australia 5% 1945-75	103	4 17 1	4 13 9
*Tasmania 5% 1945-75	104	4 16 2	4 11 9
*Victoria 5% 1945-75	103	4 17 1	4 13 9
*West Australia 5% 1945-75	105	4 15 3	4 9 8
Corporation Stocks.			
Birmingham 3% 1947 or after	83½	3 11 10	—
*Birmingham 5% 1946-56	113	4 8 6	3 15 8
*Cardiff 5% 1945-65	110	4 10 11	4 0 0
Croydon 3% 1940-60	93	3 4 6	3 8 0
*Hastings 5% 1947-67	112	4 9 3	3 17 6
Hull 3½% 1925-55	97½	3 11 10	3 13 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	96½	3 12 6	—
London County 2½% Consolidated Stock after 1920 at option of Corporation	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corporation	85	3 10 7	—
Manchester 3% 1941 or after	84½	3 11 0	—
Metropolitan Water Board 3% "A" 1963-2003	88	3 8 2	3 9 1
Do. do. 3% "B" 1934-2003	89	3 7 5	3 8 3
*Middlesex C.C. 3½% 1927-47	99	3 10 8	3 11 10
Do. do. 4½% 1950-70	109½	4 2 2	3 15 3
Nottingham 3% Irredeemable	84½	3 11 0	—
*Stockton 5% 1946-66	111½	4 9 8	3 18 5
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	99½	4 0 5	—
Gt. Western Rly. 5% Rent Charge	113	4 8 6	—
Gt. Western Rly. 5% Preference	72½	6 18 0	—
L. Mid. & Scot. Rly. 4% Debenture	90½xd	4 8 5	—
L. Mid. & Scot. Rly. 4% Guaranteed	74½	5 7 5	—
Southern Rly. 4% Debenture	96½xd	4 2 11	—
Southern Rly. 5% Guaranteed	101½	4 18 6	—
Southern Rly. 5% Preference	69½	7 3 10	—
‡L. & N.E. Rly. 4% Debenture	80½xd	4 19 5	—
‡L. & N.E. Rly. 4% 1st Guaranteed	60½	6 12 3	—

*Not available to Trustees over par. ††Not available to Trustees over 115.
†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.
‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Company's Ordinary Stocks for the past year.

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